

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

CADET MANUFACTURING COMPANY,

Plaintiff,

v.

AMERICAN INSURANCE COMPANY,
ROYAL INSURANCE COMPANY OF
AMERICA f/k/a ROYAL GLOBE
INSURANCE COMPANY, EMPLOYERS
INSURANCE COMPANY OF WAUSAU,
AMERICAN GUARANTEE AND
LIABILITY INSURANCE COMPANY,
FIREMAN'S FUND INSURANCE
COMPANY, NATIONAL SURETY
CORPORATION, GRANITE STATE
INSURANCE COMPANY, CENTURY
INDEMNITY COMPANY, GREAT
AMERICAN INSURANCE COMPANY,
AND AGRICULTURAL EXCESS AND
SURPLUS INSURANCE COMPANY,

Defendant.

Case No. C04-5411FDB

ORDER DENYING DEFENDANT
GRANITE STATE INSURANCE
COMPANY'S MOTION FOR
RECONSIDERATION

This matter is before the court on the motion of Defendant Granite State Insurance Company ("Granite State") for reconsideration of this court's Order of October 5, 2005. Granite State asks the court to reconsider that portion of its Order determining that Granite State had a duty to defend

1 Plaintiff Cadet Manufacturing Company, Inc. (“Cadet”) once the property damage limits of the
2 underlying policies were exhausted and that there were two “occurrences” for purpose of insurance
3 coverage. For the reasons stated below, the court finds that Granite State’s motion is without merit.

4 I.

5 A party may seek reconsideration of a ruling on a summary judgment motion. Taylor v.
6 Knapp, 871 F.2d 803, 805 (9th Cir. 1989). As a general proposition, however, reconsideration is
7 disfavored and is only appropriate where: (1) the district court is presented with newly-discovered
8 evidence; (2) the district court “committed clear error or the initial decision was manifestly unjust;”
9 or (3) there is an intervening change in controlling law. School Dist. No. 1J, Multnomah County v.
10 AcandS, Inc., 5 F.3d 1255, 1263 (9th Cir. 1993); CR 7(h)(1) Local Rules W.D. Wash.

11 A.

12 Granite State contends that the court erred in failing to address exhaustion of the underlying
13 insurer’s PIL coverage in determining that Granite State’s duty to defend under its property damage
14 limits had been triggered. Granite State ignores, however, the court’s finding that each of the
15 Granite State policies requires that Cadet exhaust only the “underlying insurances” before its
16 coverage is triggered. As the underlying claims trigger Granite States’s property damage coverage,
17 and Granite State concedes that Cadet properly exhausted its property damage coverage under the
18 Royal policies as of July 28, 2004, it cannot be reasonably disputed that Granite State should have
19 begun defending Cadet once those policy limits were exhausted.

20 B.

21 Granite State also complains that the court erred in not finding that the contamination for
22 which Cadet seeks insurance coverage constituted one occurrence. In support, Granite State argues
23 the same facts and cases presented to the court at summary judgment. Granite State does not
24 provide the court with any newly discovered evidence or intervening changes in controlling law to
25 support these contentions. Taking issue with the court’s reasoning, Granite States simply restates


1 the arguments which were considered by the court at summary judgment. Granite State has not
2 demonstrated that this court's order was in clear error or that its decision was manifestly unjust.

3 ACCORDINGLY,

4 IT IS ORDERED:

- 5 (1) Granite State's motion for reconsideration (Dkt.#182) is **DENIED**; and
6 (2) The Clerk is directed to issue judgment accordingly.

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8 DATED this 27th day of October, 2005.

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11 FRANKLIN D. BURGESS
12 UNITED STATES DISTRICT JUDGE
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